

# Appendix

## PYPLOK® Limited Warranty

**TUBE-MAC® PIPING TECHNOLOGIES LTD. WARRANTS ITS PRODUCTS TO BE FREE FROM VISIBLE DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FOLLOWING THE DATE OF DELIVERY TO THE ORIGINAL BUYER. THE WARRANTY EXTENDS ONLY TO THE ORIGINAL BUYER.**

TUBE-MAC® PIPING TECHNOLOGIES LTD. makes no warranty, express or implied, as to the merchantability or fitness for a particular purpose except as stated in this Warranty.

This Warranty shall be in lieu of any other Warranty, whether express or implied, by this Agreement or at law or in equity or by any statute or otherwise. The Buyer agrees that the foregoing shall be pleaded by TUBE-MAC® PIPING TECHNOLOGIES LTD. as an estoppel in any action brought by the Buyer against TUBE-MAC® PIPING TECHNOLOGIES LTD.

The Buyer agrees that porosity or pin holes in steel may not be commercially detectable. Therefore, TUBE-MAC® PIPING TECHNOLOGIES LTD. offers no warranty with respect to steel integrity and TUBE-MAC® PIPING TECHNOLOGIES LTD. shall not be liable for any damages, claims, injuries or otherwise caused by or in any way related to steel integrity.

TUBE-MAC® PIPING TECHNOLOGIES LTD. liability shall be limited to the repair or replacement of defective product(s) free of charge at the seller's sole option and discretion. TUBE-MAC® PIPING TECHNOLOGIES LTD. reserves the right at its sole option and discretion to refund a portion or all of the purchase price paid by the Buyer in lieu of any other obligations TUBE-MAC® PIPING TECHNOLOGIES LTD. has under this Warranty. In no event shall TUBE-MAC® PIPING TECHNOLOGIES LTD. be liable for any incidental, consequential, general or special damage of any kind or nature whatsoever including but not limited to loss of profit arising out of any incident(s) involving the use or utilization of the product and/or system covered under this Warranty. In no event shall TUBE-MAC® PIPING TECHNOLOGIES LTD. be liable for any personal injury or any special or general damages arising out of the personal injury of any kind or nature whatsoever.

TUBE-MAC® PIPING TECHNOLOGIES LTD. shall not be liable under this Warranty or otherwise if damages to the product are caused as a result of any type of accident or in the event the product and/or system was subject to alteration, abuse, misuse, extraordinary use of any kind whatsoever, improper maintenance or operation or improper or unauthorized repair.

TUBE-MAC® PIPING TECHNOLOGIES LTD. makes no warranty whatsoever as to any product and/or system covered by this Warranty which has been repaired or altered by anyone other than TUBE-MAC® PIPING TECHNOLOGIES LTD. or authorized personnel.

**TUBE-MAC® PIPING TECHNOLOGIES LTD. neither assumes nor authorizes any person to assume for it any other liable in connection with the sale of such products and/or systems.**

**WARNING: Failure or improper selection or improper use of the products and/or systems described herein or related items can cause death, personal injury and property damage.**

# Notes

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